

**CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, OCTOBER 7, 2025 - 4:00 PM
AGENDA
www.monroenc.org**

1. Minutes Public Enterprise Committee Meeting September 2, 2025
2. Request to Award the Purchase of a Mini-Excavator
3. Request to Award Liquefied Natural Gas Supplier Contract to Pivotal LNG, LLC

Public Enterprise Committee Minutes
September 2, 2025
City Hall Conference Room
4:00 p.m.

Members Present: Council Member Julie Thompson, Council Member James Kerr,
Council Member Franco McGee

Staff: Bonnie Fisher, Rob Miller, Jay Voyles, Ashley Ivey, Sarah McCallister,
Lisa Strickland, Jeff Wells, Richard Long, Mark Watson, Lisa Hollowell,
Terry Sholar, Robert Smith and Dali Santiago

Council Member James Kerr called the September 2, 2025 Public Enterprise Committee meeting to order at 4:00 p.m.

Item #1: Adoption of Minutes of the August 5, 2025 Meeting

Recommendation:

Council Member James Kerr asked if anyone had any questions or concerns about the minutes, if not, if anyone would like to make a motion that the minutes of the August 5, 2025 Public Enterprise Committee be approved.

Motion: Adopt August 5, 2025 meeting minutes

Motion made by: Council Member James Kerr

Second: Council Member Julie Thompson

Voting: **In Favor** – Council Member Julie Thompson, Council Member James Kerr, Council Member Franco McGee

Opposed – None

Action: Motion approved

Item #2: Policy Amendment to the Water Leak Adjustment Policy

Recommendation:

The Public Enterprise Committee recommends an amendment to the Water Leak Policy to clarify the guidelines of the policy and limit/define the timeframe of adjustments.

Presentation and Discussion:

Lisa Strickland, Director of Finance, recommended to limit adjustments to adjustments that are at least two times their normal monthly average water consumption. This will eliminate the small, under \$ 5 adjustments that are currently occurring.

Robert Smith, Utility Billing Supervisor, indicated that there are various scenarios involving leaks and that information may sometimes be received nine months or more after the incident.

Clarification on the time frame that the customer must provide documentation and the request for an adjustment should be limited to within three months of the leak occurrence. Also, clarification of the eligible time frame for the adjustment is recommended.

The Council reviewed the Water Leak Adjustment Policy # FA-07. Consensus was reached to adopt the policy as presented with an effective date of September 2, 2025.

Item #3: Updates for Stormwater Management Ordinance Section 159.401 and 159.402 and corresponding Operation and Maintenance Agreement

Recommendation:

A recommendation was made by the staff that Stormwater Management Ordinance Section 159.401 and 159.402 along with the City’s Standard Operation & Maintenance Agreement be updated to apply segregated Escrow account requirements to HOA and other property Owner Associations only.

Presentation and Discussion:

Bonnie Fisher, Stormwater Engineer Manager presented that under the current Stormwater Ordinance, owners of new Stormwater Control Measures must fund an escrow equal to 10% of the facility’s original construction cost for future maintenance and repairs. This ensures homeowner associations (HOAs) and other Property Owner Associations will have dedicated resources after taking ownership of a facility. However, this escrow requirement may unnecessarily burden commercial, public, and other non-Association owned properties that already maintain budgets sufficient for maintenance.

The proposed Ordinance revision narrows the segregated escrow account requirement to HOAs and other Property Owner Associations only. All properties will still be required to provide a financial statement annually documenting the available funding established for operation and maintenance of the stormwater control and management facilities.

Motion: To place the items on the consent agenda for consideration by the City Council at the next meeting on September 9, 2025.

Motion made by: Council Member James Kerr

Second: Council Member Julie Thompson

Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson and Council Member Franco McGee

Opposed – None

Action: Motion approved

Item #4: Purchase of Two (2) 100kV Transmission Line Breakers

Recommendation:

The Energy Service staff requested to consider approving the purchase of two (2) 100kV transmission line breakers to be placed at our Camp Sutton and Hal Coan substations. These breakers provide power to the substations where voltage is stepped down and distributed to the city’s customers.

Presentation and Discussion:

Robert Miller, General Manager of Energy Services and Water Resources Department, stated that the Energy Services staff identified the need to replace two (2) 100kV transmission line breakers due to the obsolescence of one existing breakers (Camp Sutton) and problems with an additional unit (Hal Coan), electric system growth, excessively long lead-time (112 weeks), and the need to improve employee safety during maintenance activities. The recommended breakers fit the Energy Services standard for substation equipment.

W.R. Daniel & Associates has provided a quote on behalf of GE Vernova to the City for the two (2) required transmission line breakers in the amount of \$275,750 plus \$6,960 shipping.

The quote breakdown is as follows:

145 kV GE Vernova DT1-145 Line Breaker -	\$137,875 per unit –	Quantity (2) -	\$275,750 total
Shipping-----	\$3,480 per unit –	Quantity (2) -----	\$6,960 total
Grand total-----			\$282,710

Motion: To approve sending this request to City Council for consideration and approval for purchase of two (2) GE Vernova DTI-145 transmission line breakers in the amount of \$282,710.00; sufficient funds are budgeted for the acquisition. Additionally, authorize the City Manager to execute any and all necessary documents, and to place this item on the City Council consent agenda.

Motion made by: Council Member James Kerr

Second: Council Member Council Member Franco McGee

Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson and Council Member Franco McGee

Opposed – None

Action: Motion approved

Item #5: Purchase of Twelve (12) Substation Circuit Breakers

Recommendation:

The Energy Service Staff request the Public Enterprise Committee to consider approving the Purchase of twelve (12) circuit breakers to be placed in service at our Airport, Goldmine, and 601 South substations.

Presentation and Discussion:

Robert Miller, General Manager of Energy Services and Water Resources Department, stated that the Energy Service staff identified the need to replace several circuits breakers in our substations due to obsolescence of the existing breakers, electric system growth, and the need to improve employee safety during maintenance activities. The recommended breakers fit the Energy Services standard for substation equipment.

These circuit breakers would be purchase through Sourcewell. Sourcewell is a purchasing cooperative that collectively bids specified equipment providing competitive pricing as well as meeting statutory requirements. Municipalities and various educational institutions are allowed to utilize Sourcewell through membership to the cooperative. The City has been a member since 2010 and utilizing these contracts saves the time and expense of processing formal bids.

The vendor (Wesco) and Sourcewell have entered into an agreement (Contract # 091422) for the procurement of circuit breakers. Wesco has provided a quote to the City for the twelve (12) required circuit breakers in the amount of \$645,831 that meets the requirements of the Sourcewell Contract.

The quote breakdown is as follows:

38 kV ABB RMAG circuit breaker - \$71,790 per unit – Quantity (3) -	\$215,370 total
15 kV ABB RMAG circuit breaker - \$47,829 per unit – Quantity (9) -	\$430,461 total
Grand total-----	\$645,831

Motion: To approve sending this request to City Council for consideration and approval for purchase of (12) ABB RMAG circuits breakers in the amount of \$645,831, through Sourcewell’s Cooperative Purchasing Program, and request that this be placed on City Council consent agenda.

Motion made by: Council Member Julie Thompson

Second: Council Member Franco McGee

Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson and Council Member Franco McGee

Opposed – None

Action: Motion approved

There being no further business, the meeting was adjourned at 4:15 p.m.

James Kerr, Chair

Next Meeting- October 7, 2025.



STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: October 7, 2025
FROM: Sarah McAllister, P.E., Engineering Director
PREPARED BY: Sarah McAllister, P.E., Engineering Director
SUBJECT: Request to Award the Purchase of a Mini-Excavator

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider information related to the purchase of a mini-excavator with associated attachments for the Engineering Department – Stormwater.

REVIEW

Stormwater has the replacement of a 2017 mini-excavator included in their budget for FY 26. The mini-excavator was budgeted at \$106,500. A 2025 model has been identified that meets all the needs and specifications for Stormwater through Sourcewell Contract 020223-CAT. Sourcewell is a purchasing cooperative that competitively bids equipment that meets the statutory requirements. The program is open to use for all city and county agencies.

Carolina CAT (the vendor) and Sourcewell have entered into an agreement for the procurement of the mini-excavator. A quote was recently received from Carolina CAT in the amount of \$104,000 for a mini-excavator that meets the needs of Stormwater. Funds are available in the FY 26 Stormwater Capitalized Equipment account.

RECOMMENDATION

The Public Enterprise Committee is requested to approve the following:

- 1) Award of the mini-excavator in the amount of \$104,000 to Carolina CAT through the Sourcewell Contract 020223-CAT.
- 2) Authorization of the City Manager to execute any and all necessary documents.

If the Public Enterprise Committee is in agreement, this item will be placed on the consent agenda for Council approval on October 14, 2025.

Attachment:
Carolina CAT Quote No. 260268



SALES AGREEMENT

Carolina CAT, 9000 Statesville Road, Charlotte, NC 28269
Phone (800) 277-1212

DATE Aug 20, 2025
 Quote No 260268

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

PURCHASER	CITY OF MONROE	<SAME>
STREET ADDRESS	PO BOX 69	
CITY/STATE	MONROE, NC	COUNTY UNION
POSTAL CODE	28111-0069	PHONE NO. 704 282 4500
CUSTOMER CONTACT:	EQUIPMENT	
	PRODUCT SUPPORT	
INDUSTRY CODE:	GENERAL GOVERNMENT HC(9199)	PRINCIPAL WORK CODE
		F.O.B. AT: Charlotte

CUSTOMER NUMBER 565325	Sales Tax Exemption # (if applicable) N/A	CUSTOMER PO NUMBER
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	ISC <input type="checkbox"/>	LEASE <input type="checkbox"/>	
CASH WITH ORDER \$0.00	BALANCE TO FINANCE \$0.00	CONTRACT INTEREST RATE 0			
PAYMENT PERIOD	PAYMENT AMOUNT 0.00	NUMBER OF PAYMENTS 0	OPTIONAL BUY-OUT \$0.00		

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR INC.	MODEL: 305	YEAR: 2025	
STOCK NUMBER: G25-1873M	SERIAL NUMBER: TBA	SMU: new	
305 07A CR MHE DCA4C	660-9482	LINKAGE BUCKET W/LIFTING EYE	584-4306
MIRROR, CAB, RIGHT	428-7870	CONTROL, QC, 3 LINE	584-4311
BELT, SEAT, 3" RETRACTABLE	510-6085	LINES, QC, LNG STK, 3 LINE	586-0416
BELT AS-SEAT	595-1980	INSTRUCTIONS, ANSI	595-7021
WATER JACKET HEATER, 120V	519-8302	HYDRAULIC OIL	595-9905
CAT KEY, WITH PASSCODE OPTION	522-6460	STICK, LONG, 1- AUX, ANGLE BLD	596-7646
FILM-KEY SWITCH	218-0651	BLADE, ANGLE, BOCE	597-0755
SWITCH AS-START	467-8535	ENGINE, EPA TIER 4 FINAL	611-2417
BOOM, SWING	527-7599	LANE 2 ORDER	0P-9002
LINES, BOOM	527-7611	INTEGRATED RADIO V2	639-4462
TRACK, 16", RUBBER BELT	527-7627	PRODUCT LINK, CELLULAR PL243	628-8009
FILM, INC. CANADA	552-5984	SERIALIZED TECHNICAL MEDIA KIT	421-8926
SOFTWARE, PROPORTIONAL CONTROL	557-1709	SHIPPING/STORAGE PROTECTION	0P-2266
SOFTWARE, STICK STEER CONTROL	557-1710	PACKING, LAST MILE PROGRAM	0P-4299
SOFTWARE, 2 WAY CONTROL	557-1711	THUMB, HYD + COUPLER, PG, HYD, 5T	575-0492
SOFTWARE, CODED START	557-1713	BUCKET-HD, 24", 4.6 FT3, 5T	464-9911
305 07A CR MINI EXCAVATOR	576-7009	COUPLER, PG, HYDR. TILT, 5-6T	485-5304
CAB, WITH HEAT AND A/C	576-7025	KIT, 2ND AUX, LNG, STICK, 5T	606-3592
COUNTERWEIGHT, STANDARD	576-9149	KIT, CTWT, EXTRA, 5T	606-8576
ALARM, TRAVEL	579-8852	PINS, BUCKET, 45MM	282-2785
ELECTRICAL ARR, C1.7 HRC	579-8859	BUCKET-HD, 12", 2.1 FT3, 5T	464-9907
LIGHTS, LED	579-8868	BUCKET-HD, 36", 7.8 FT3, 5T	464-9913
LIGHTS, LED, REAR	579-8870	BUCKET-DC, 51", 7.8 FT3, 5T	279-4327
MONITOR NEXT GEN, CAMERA READY	579-8876	RIPPER, 27", MHE 5-6T	453-8571
CAMERA, REAR VIEW	579-8892	NEW 42" BUSHMASTER MOWER	
LINES, STICK	584-3653		

TRADE-IN EQUIPMENT			SELL PRICE	\$104,000.00
MODEL: _____	YEAR: _____	SN: _____	NET BALANCE DUE	\$104,000.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SUBTOTAL	\$104,000.00
MODEL: _____	YEAR: _____	SN: _____	TOTAL (APPLICABLE TAXES MAY APPLY)	\$104,000.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY <div style="border: 1px solid black; width: 100px; height: 30px; margin: 5px auto; text-align: center;">INITIAL</div> <p>The customer acknowledges that he has received a copy of the CAROLINA CAT Inc./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 month / 2000 hour Standard Machine Warranty</p>	<input type="checkbox"/> USED EQUIPMENT WARRANTY <div style="border: 1px solid black; width: 100px; height: 30px; margin: 5px auto; text-align: center;">INITIAL</div> <p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:</p>
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CSA: _____

NOTES: Priced using Sourcewell Contract 020223-CAT. 20% Off Machine List Price. City of Monroe Member # - 32642

ORDER RECEIVED BY	Carolina Tractor & Equipment Crocketer, John	REPRESENTATIVE	
		APPROVED AND ACCEPTED ON	PURCHASER
		CITY OF MONROE	PURCHASER
		BY _____	PURCHASER
		SIGNATURE	PURCHASER

TERMS AND CONDITIONS

- 1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CAROLINA CAT the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
- 2. Purchase of Equipment.** CAROLINA CAT will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but CAROLINA CAT will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CAROLINA CAT, are not a part of this Agreement, and shall be of no effect or binding upon CAROLINA CAT unless specifically agreed to in writing by an authorized officer of CAROLINA CAT. Failure by CAROLINA CAT specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
- 3. Price and Other Expenses.** All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.
- 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CAROLINA CAT or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established, by CAROLINA CAT and its designees from time to time.
- 5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CAROLINA CAT in Section 6 of this Agreement. CAROLINA CAT shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law. Purchaser acknowledges that there may be a delay between the time the Equipment is delivered to the shipping point and Purchaser receiving an invoice and/or full completion of the title transfer paperwork and that the transfer of risk of loss stated in the paragraph occurs as stated regardless of the full completion of the title transfer paperwork.
- 6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CAROLINA CAT in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CAROLINA CAT to Purchaser shall terminate without further notice to Purchaser. CAROLINA CAT retains, and Purchaser hereby grants CAROLINA CAT, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CAROLINA CAT in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CAROLINA CAT deems necessary for the perfection, protection and enforcement of such security interest. Purchaser hereby appoints CAROLINA CAT or CAROLINA CAT's agent or designee as Purchaser's attorney-in-fact with power to execute all such financing statements pursuant hereto in the name and stead of Purchaser.
- 7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CAROLINA CAT to the invoice where CAROLINA CAT has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CAROLINA CAT is not required to collect such tax, Purchaser agrees to provide CAROLINA CAT with any documentation necessary to support such a claim and to allow CAROLINA CAT to document its decision not to collect tax(es).
- 8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CAROLINA CAT's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CAROLINA CAT that the Equipment has been rejected and the reasons for such rejection. Such acceptance shall occur regardless of the full completion of any title transfer paperwork. Purchaser's sole remedy hereunder for CAROLINA CAT's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CAROLINA CAT's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.
- 9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.
- 10. Indemnification.** Purchaser shall indemnify, defend and hold CAROLINA CAT harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CAROLINA CAT for any portion of such liabilities that result from CAROLINA CAT's gross negligence or willful misconduct.
- 11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CAROLINA CAT. EXCEPT FOR THE AFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROLINA CAT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
- 12. Limitations on Liability.** IN NO EVENT SHALL CAROLINA CAT BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CAROLINA CAT EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CAROLINA CAT'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
- 13. Force Majeure.** CAROLINA CAT shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Charlotte, North Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in North Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in North Carolina for such purpose.
- 15. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and CAROLINA CAT with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CAROLINA CAT's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.
- 16. Surcharges.** In the event of an Original Equipment Manufacturer (OEM) price increase, Carolina Cat reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM.

PURCHASE INITIAL HERE _____



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY
Company UCID
Company Representative CWS ID
Main Store Dealer Code
Dealer Representative Name
Dealer Representative CWS ID



STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: October 7, 2025
FROM: Robert Miller, General Manager of Energy Services and Water Resources
PREPARED BY: Jonathan Sarvis, Natural Gas Engineering & Compliance Manager
SUBJECT: Liquefied Natural Gas (LNG) Supply Contract

SUMMARY STATEMENT

Energy Services staff requests the Public Enterprise Committee to consider approving the contract with Pivotal LNG, LLC as the vendor for the supply of LNG over a three year term.

REVIEW

On 8/11/2025, the City of Monroe Energy Services department released a request for proposals for the supply of LNG over a three year period. On 9/12/2025, one (1) responsive bid and one (1) non-responsive bid were received. North Carolina General Statute (G.S. 143-132) does not require a minimum number of bids for this type of contract. After evaluating the responsive bid based on pricing, availability, and supplied references, the Energy Services department is recommending Pivotal LNG, LLC as the lowest responsible, responsive bidder. Pivotal LNG, LLC has supplied LNG for the City’s Peak Shaving Facility since 2021 and has consistently fulfilled their obligations. The LNG supply will be administered over three years with the following amounts budgeted for each year:

- Year #1: \$169,730.00
 - Year #2: \$172,595.00
 - Year #3: \$176,955.00
 - Total contract shall not exceed: \$512,280.00
-
-

RECOMMENDATION

Energy Services Staff recommends that the Public Enterprise Committee approves sending the Liquefied Natural Gas (LNG) Supply contract to City Council for consideration and approval. Staff requests that this item be placed on the City Council consent agenda. Energy Services staff

also request City Council authorizes the City Manager to execute the contract and necessary documents.

Attachment(s):

Liquefied Natural Gas (LNG) Supply Proposal – Pivotal LNG, LLC



Pivotal LNG, LLC
10700 Energy Way
Glen Allen, VA 23060

September 9, 2025

City of Monroe – Energy Services
Attn: Caleb Padgett
cpadgett@monroenc.org
2201 Walkup Ave
Monroe, NC 28110

Mr. Padgett

Pivotal LNG LLC (“Pivotal”) is delighted to offer the City of Monroe the attached proposal for Liquefied Natural Gas (LNG) Supply (“Proposal”) in response to the RFP issued on August 11, 2025. In addition to our pricing proposal, we have included an overview of Pivotal LNG’s qualifications, our asset portfolio, parent company and organizational structure for your review.

Pivotal has been working with and delivering LNG to the City of Monroe for the past 5 years. In addition to our portfolio of LNG production facilities, Pivotal owns a fleet of twenty (20) cryogenic tankers. We have enjoyed this relationship and hope to continue to supply your LNG needs in the future. Per your request, please find a list of company references for consideration:

Marion Natural Gas
Greenville Utilities
Relativity Space
TOTE Maritime Puerto Rico
National Aeronautics and Space Administration (NASA)

We believe that our Proposal meets the specifications requested in your RFP. We look forward to working with you on this and look forward to hearing your comments and thoughts regarding our Proposal.

Sincerely,

A handwritten signature in black ink that reads "Tim Delay".

Tim Delay
Vice President
Pivotal LNG, LLC



9/9/2025



Indicative Proposal for LNG Supply RFP

BUYER: City of Monroe, North Carolina (“City of Monroe”)

SELLER: Pivotal LNG LLC (“Pivotal”)

TERM: November 1, 2025 – October 31, 2028

DELIVERY LOCATION: 2111 Morgan Mill Rd. Monroe, NC 28110

SUPPLIER INFORMATION:

PRIMARY AND SECONDARY CONTACT:

Pivotal LNG LLC

Address: 10700 Energy Way, Glen Allen, VA 23060

Contacts: Lois Mason and Eric Kuenzli, LNG Business Development

Contacts Phone Numbers: Lois Mason 404-290-9149 and Eric Kuenzli 610-241-6843

Contact Email Addresses: Lois.Mason@bhegts.com and Eric.Kuenzli@bhegts.com

Address of primary LNG Supply Station: **Trussville LNG, 7389 Gasline Rd, Trussville, AL 35173**

LNG SUPPLY QUANTITY AND PRICING:

Firm LNG Quantity: 10,000 DTs per year

Incremental Interruptible Quantity: Up to 25,000 DTs during the term of the agreement

Pricing:

- Contract Year 1: Demand Charge: \$6.35/DT
- Contract Year 2: Demand Charge: \$6.50/DT
- Contract Year 3: Demand Charge: \$6.65/DT

Note: The Demand Charge will be invoiced monthly for the Firm LNG Quantity commitment. The Demand Charge payment is not dependent upon the City of Monroe taking delivery of LNG in any month.

Hedging Option:

If requested, Pivotal can offer the City of Monroe a fixed price (\$/DT) for a specified volume and time period.

Commodity Charge (\$/DT) for the Firm LNG Quantity:

- (1) S&P Global Platts Inside FERC's Gas Market Report, Monthly Bidweek Spot Gas Price for "Southern Natural, La." index for the month of delivery plus;
- (2) The then current Gas Transportation Costs and Liquefaction Fuel.

The sum of (1) and (2) above will be converted to \$/LNG-gallon utilizing the actual heat content for the deliveries and the conversion factor of 12.104. The result is the Purchase Price (\$/LNG-gallon) for the Firm LNG Quantities from the Trussville LNG facility for the appropriate month.

Commodity Charge (\$/DT) for the Incremental Interruptible Quantity:

- (A) S&P Global Platts Inside FERC's Gas Market Report, Monthly Bidweek Spot Gas Price for "Southern Natural, La." index for the month of delivery plus;
- (B) The then current Gas Transportation Costs and Liquefaction Fuel plus;
- (C) Liquefaction Charge (\$/DT) equal to the applicable Contract Year Demand Charge.

The sum of (A), (B) and (C) above will be converted to \$/LNG-gallon utilizing the actual heat content for the deliveries and the conversion factor of 12.104. The result is the Purchase Price (\$/LNG-gallon) for Incremental Interruptible Quantities from the Trussville LNG facility for the appropriate month.

From time to time, transportation and fuel rates change per the pipeline tariff, plant liquefaction fuel requirements are updated, or the local LDC's fees change. For all deliveries, Pivotal will invoice the City of Monroe the applicable rates in effect for the month of service.

Trucking Delivery Fee from Trussville LNG:

- Contract Year 1: \$4,350 per truckload
- Contract Year 2: \$4,455 per truckload
- Contract Year 3: \$4,675 per truckload

LNG SUPPLY QUALITY: BTU Value of LNG - MIN 1,025 BTU/SCF to MAX 1,045 BTU/SCF

DELIVERY POINT AND TERMS: Pivotal estimates two hours to offload the LNG in Monroe, NC. Any time spent off-loading the LNG beyond the estimated two hours pursuant to an event by the City of Monroe shall be invoiced to the City of Monroe at \$100 per hour. If the City of Monroe cancels a scheduled delivery after a driver has been deployed, an incremental fee will be charged based on the timing of cancellation. This fee will not exceed the applicable Trucking Delivery Fee listed above. A fuel surcharge will be applied if the diesel price exceeds \$4.50/diesel gallon.

CREDIT: Pending credit review, City of Monroe may be required to pre-pay or post collateral for the total amount owed. If a pre-pay is required, Pivotal will invoice the City of Monroe using estimated volumes and prices. LNG will not be delivered until the pre-pay or acceptable collateral is received by Pivotal.

NOMINATION: Nomination deadline is 12:00 pm central standard time, seven (7) business days prior to the date of requested delivery. Pivotal LNG shall make commercially reasonable efforts to deliver volumes nominated by the City of Monroe on short notice.

**OPTIONAL
TRANSPORTATION ASSET
RESERVATION FEE:**

The City of Monroe has the option to reserve two (2) trucks and two (2) drivers at a rate of \$450 per day for any month during the term. The nomination deadline required for service would be ninety-six (96) hours prior to the date of requested delivery.

Note: The Transportation Asset Reservation Fee will be invoiced for the entire month of the reserved service. The Transportation Reservation payment is not dependent upon the City of Monroe taking delivery of LNG during the month.

PROPOSAL VALIDITY: **This proposal is valid until October 31, 2025, but will be updated upon request.**

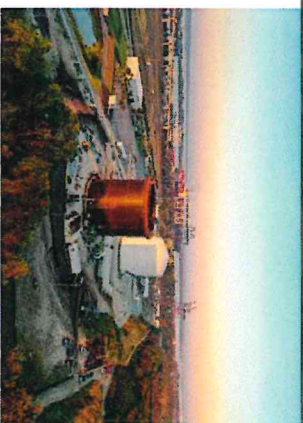
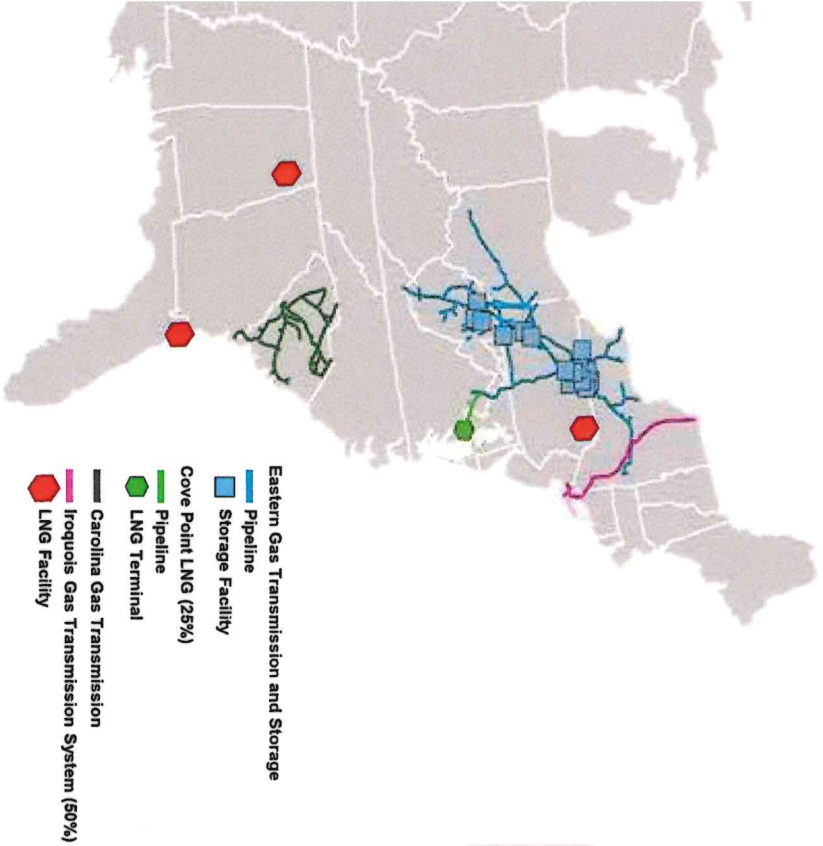


PIVOTAL LNG

DELIVERING A BETTER FUEL SOLUTION

September 2025

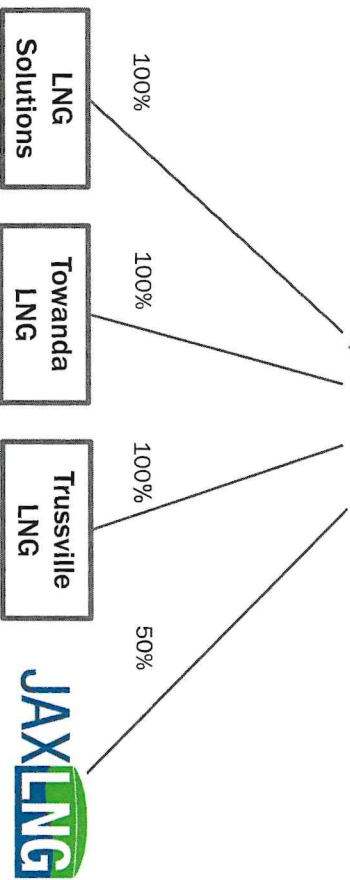
COMPANY OVERVIEW



COMPANY OVERVIEW



90%



BHE GT&S

- Subsidiary of Berkshire Hathaway Energy.(BHE)
- Interstate natural gas transmission and storage company that became a standalone subsidiary of BHE in November 2020.
- More than 5,500 miles of gas transmission lines and 760 BCF of storage
- Committed to innovative, sustainable services that give our customers safe, reliable and efficient energy solutions.
- Industry leader in liquefied natural gas (LNG) solutions through Pivotal LNG and the Cove Point LNG facility in Lusby, Maryland.
- For more information:
 - BHEGTS.com
 - PivotalLNG.com



PIVOTAL'S LNG PRODUCTION ASSETS

Trussville LNG

Trussville, Alabama



4.8 MM Gallons On-Site Storage



60,000 GPD Liquefaction

Acquired in 2011

JAX LNG

Jacksonville, Florida



4 MM Gallons On-Site Storage



360,000 GPD Liquefaction

In Service 2018

Towanda LNG

Wyalusing, Pennsylvania



180,000 Gallons On-Site Storage



50,000 GPD Liquefaction

In Service 2021

*50% Ownership with NorthStar Midstream

Thank you



pivotallng.com

Tim Delay
VP Commercial
Timothy.Delay@bhegts.com
Mobile: (470) 882-5623

Lois Mason
LNG Business Development
Lois.Mason@bhegts.com
Mobile: (404) 290-9149